

VILLAGE OF THIENSVILLE
SPECIAL BOARD OF TRUSTEES
AGENDA

DATE: Monday, April 22, 2019

LOCATION: 250 Elm Street
Thiensville, WI

Time: 7:30 AM

I. CALL TO ORDER

II. ROLL CALL

President: Van Mobley
Trustees: Samuel Azinger
Kristina Eckert
Ronald Heinritz
Rob Holyoke
Kenneth Kucharski
David Lange
Administrator: Colleen Landisch-Hansen
Staff: Andy LaFond, Director of Community Services/Public Works
Amy L. Langlois, Village Clerk/Deputy Treasurer

III. PLEDGE OF ALLEGIANCE

Trustee Holyoke to lead the recitation of the Pledge of Allegiance.

IV. MOTION TO ADJOURN TO CLOSED SESSION

Pursuant to Chapter 19.85 (1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding interviews with Administrative Assistant candidates.

1. Roll Call Vote

MOTION TO RECONVENE IN OPEN SESSION

1. Vote of Board to reconvene.

V. BUSINESS

A. Review And Approval To Extend A Conditional Employment Offer To A Candidate For The Administrative Assistant Position

B. Review And Approval Of Resolution 2019-07 Granting An Easement To We Energies, 205 North Main Street

Documents:

[RESOLUTION 2019-07.PDF](#)

C. Review And Approval Of Resolution 2019-08 A Naming Rights Agreement With Port Washington State Bank For The River Stage, 251 Elm Street

Documents:

[RESOLUTION 2019-08.PDF](#)

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk
April 19, 2019

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

VILLAGE OF THIENSVILLE

RESOLUTION 2019-07

A RESOLUTION GRANTING AN EASEMENT
TO WE ENERGIES

WHEREAS, the Village of Thiensville owns property at 205 North Main Street; and

WHEREAS, We Energies has requested an easement for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof; and

WHEREAS, We Energies will have the right to enter and use the property at 205 North Main Street with full right of ingress and egress for the purpose of exercising its rights in the easement area.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 22nd day of April, 2019.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **4355242** IO NO. **SNG012500**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF THIENSVILLE**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land ten (10) feet in width being a part of Grantor's premises described as **Lot 2 of Certified Survey Map No. 2009** recorded in the office of the Register of Deeds for Ozaukee County on **November 30, 1988** as **Document No. 410520**, Volume 15, pages 119 through 121, located in the **Northwest 1/4 of Section 22, Town 9 North, Range 21 East**, Village of Thiensville, Ozaukee County, Wisconsin.

Address: 205 N. Main Street, Thiensville, WI 53092

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

12-050-06-08-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF THIENSVILLE

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF THIENSVILLE, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____



CONTINGENCIES & COMMENTS:
 DIGGERS HOTLINE / MISS DIG REQUIRED.
 WE ENERGIES WILL RESTORE VILLAGE OF THIENSVILLE PROPERTY 201205 N MAIN ST
 WE ENERGIES WILL HAUL SPOIL FROM VILLAGE OF THIENSVILLE PROPERTY AT 201205 N MAIN ST
 CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION.
 WE ENERGIES IS NOT RESPONSIBLE FOR PLANT, SHRUB, TREE, AND/OR ROOT DAMAGE
 CUSTOMER HAS REVIEWED AND APPROVES SKETCH
 CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____

JOB INFO:
 SECTION / TOWN / RANGE: NE1/4 SEC22, T9N, R21E
 SITE VISIT COMPLETED BY: SEAN MEEHAN
 JOB OWNER: LAURIE FREDRICKS @ 262.253.4542
MAIN CONTACTS:
 NATURAL GAS CONTRACTOR:
 COMMUNICATION BUILDERS
 ADRIAN GARCIA
 CELL: 630.967.4163
 OFFICE: 630.690.6580
 CUSTOMER:
 VERIZON WIRELESS
 ANDREW PORN
 OFFICE: 608.644.1449 EXT. 115
 E-MAIL: APORN@EDGECONSULT.COM
CONSTRUCTION REMARKS:
 * FREE STANDING METER SET
 * METER SET TO BE INSTALLED OUTSIDE OF FENCE

COMMON INFORMATION

STAKING REQUIREMENTS:
 SURVEYOR STAKED DESIGNER NOT NEEDED YES NO
 RESTORE PRIVATE PROPERTY: WE ENERGIES CUSTOMER

WORK IS APPROX. 180 FT. DIRECTION WEST. OF CL OF N. MAIN ST. NEAREST CROSS STREET (ALSO FOR GAS SERVICE FEES)

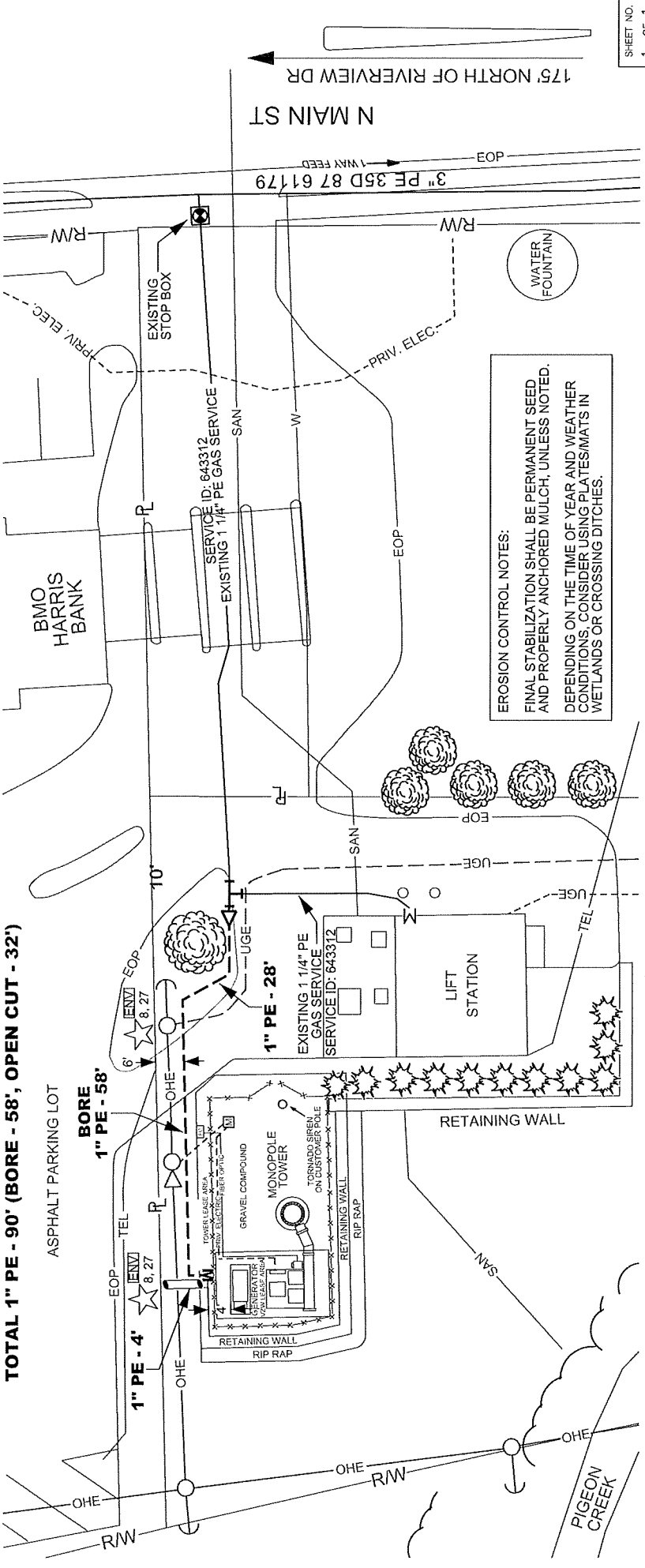
ELECTRIC INFORMATION

OPER. MAP #: _____ TEL. JOINT USE #: _____
 CATV. JOINT USE #: _____
PROPOSED GAS SERVICE INFORMATION

MTR. SIZE: 630 MTR. TYPE: AMR. PRES: 2 PSI EFV
 SERV PIPE SIZE: 1" MATERIAL: PE RELIGHT
 MTR. LOC: 12 FT. EAST OF NW CORNER CURB VLV TIE IN PIPING
 CONSTRUCTION TYPE: FREE STANDING METER TIE IN PIPING

PHONE #: 262.945.8914

PREPARED BY: SEAN MEEHAN
 E-MAIL: SEAN.MEEHAN@WE-ENERGIES.COM
 OFFICE #: 262.502.6813 CELL #: 262.232.1469
 PAGER #: _____ IO #: SNG012500
 PROJECT ID: _____ CGS #: _____
 DATE PREPARED: 2/28/2019 DATE REVISED: _____
 RAILROAD PERMITTING/FLAGGING REQUIRED YES NO RR NAME _____
 CORROSION CONTACT: LARRY VANBOGELAN



EROSION CONTROL NOTES:
 FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2019-08

A RESOLUTION FOR A
NAMING RIGHTS AGREEMENT

WHEREAS, a Naming Rights Policy has been approved by the Village of Thiensville on February 18, 2019 to provide guidelines for those that have an interest in the naming of landmarks within the Village of Thiensville; and

WHEREAS, Port Washington State Bank desires to acquire naming rights to the River Stage at Village Park, 251 Elm Street; and

WHEREAS, the Village desires to grant the naming rights of the River Stage to Port Washington State Bank.

NOW, THEREFORE BE IT RESOLVED that the Village Board hereby approves a Naming Rights Agreement with Port Washington State Bank.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 22nd day of April, 2019.

Van A. Mobley, Village President

Amy L. Langlois, Village Clerk

Naming Rights Agreement

This Naming Rights Agreement (“Agreement”), effective as of April 15, 2019 (“Effective Date”), is made and entered into by and between The Port Washington State Bank, a Wisconsin banking institution (“Donor”) and the Village of Thiensville, a Wisconsin municipal corporation (the “Village”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor desires to acquire naming rights to the Village Park Re-Imagined River Stage (“River Stage”) in conjunction with a pledge to fund its construction; and

Pursuant to Village Naming Rights Policy, Village Staff has reviewed the request for naming rights and is recommending approval to the Village Board of Trustees; and

The Village desires to grant naming rights to the River Stage to the Donor subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Donation.** Donor hereby pledges to the Village for the use and benefit of the Park the following amount: **SIXTY FIVE THOUSAND DOLLARS (\$65,000.00 USD)** (“Donation”).
2. **Payment of the Donation.** The Donation is an irrevocable pledge that shall be paid to the Village in accordance with the following schedule:

<u>Amount of payment by Donor</u>	<u>Pledge and Collection Due Date</u>
\$ 7,600	Collected 2017
\$30,000	Collected 2018
\$5,000	Collected 2018 Sponsorship
\$10,000	Collected 2019
\$6,500	Pledged Sponsorship
\$5,900	January 1, 2020

Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all Donation payments meets the foregoing schedule. Payments shall be paid by Donor to Village via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the Village.

3. **Use of the Donation.** The Donation funds shall be used to construct the River Stage.
4. **Acknowledgment.** In acknowledgement of the Donation, the Village and the Village Park Re-Imagined Committee will name the facility the **Port Washington State Bank River Stage** (“Naming”). After the Naming is affixed to the facility, Donor will continue pledge payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for the useful life of the Facility which shall be determined by the Village, in its sole discretion.

5. **Termination of Naming.** In addition to any rights and remedies available at law, the Village may rescind this Agreement and any rights conferred hereunder, including terminating the Naming in the following circumstances:
- a. In the event Donor fails to make any payment under the above payment schedule.
 - b. Pursuant to the Village Naming Rights Policy, the Village may rescind naming rights if the naming convention is related to an organization for which an officer, director, owner, major stakeholder, interest holder, significant member, and/or leaders who has been convicted for a crime involving moral turpitude.
 - c. If the entity of which the structure has been named ceases to exist, transfers substantial ownership, or is subject to a merger a naming rights may be terminated, however a request may be resubmitted and approved by the Village Board in accordance with the Village Naming Rights Policy.

Upon any such termination of this Agreement and/or the naming rights hereunder, the Village shall not be required to return any portion of the Donation already paid. The Board, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Donation already received.

6. **Modification of Naming.** If during the useful life of the Facility, the Facility is closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the naming rights will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by Village, will have the right, for no additional payment, to have another available and equivalent Village facility named after the Donor.

7. **Publicity**

For purposes of publicizing the Donation and the Naming, the Village shall have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the Village's development and business activities.

8. **Facility Use**

Donor does not have any specific or special right to determine the use of the facility. The Village agrees to maintain its policy of board level approval for special events and use of the park.

8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

10. **Governing Law.** This Agreement shall be governed by Wisconsin law and sole jurisdiction for such Agreement shall be the Ozaukee County Circuit Court.
11. **Village Board Approval.** This Agreement and the recognition and Naming provided for herein are subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

ACCEPTED AND AGREED TO:

THE PORT WASHINGTON STATE
BANK

VILLAGE OF THIENSVILLE

Name: _____
Its: _____

By: _____
Van A. Mobley, Village President

Attest: _____
Amy Langlois, Village Clerk